man (N. J. 1916), 96 Atl. 189. In *Hanna* v. *Hurley,* 162 Mich. 601, 127 N. W. 710, a surety on an appeal bond was held to be a creditor within the Act before any liability had accrued. It would seem that to be a creditor whom the Act protects one need not have sold goods constituting a part of the stock transferred nor need he even be a mercantile creditor. *Galbraith* v. *Oklahoma St. Bank,* 36 Okla. 867, 130 Pac. 541; *Peoples Savings Bank* v. *Van Allsburg,* 165 Mich. 524, 131 N. W. 101; *Rabalsky* v. *Levenson,* supra; *Eklund* v. *Hopkins,* supra; *Hanna* v. *Hurley,* supra; *Joplin Supply Co.* v. *Smith,* 182 Mo. App. 212, 167 S. W. 649. Tennessee holds creditors of individual partners are within the Act. *Mahoney-Jones Co.* v. *Sams Bros.,* 128 Tenn. 207, 159 S. W. 1094. But such creditors cannot attack a sale as fraudulent, merely because they are not notified, if the buyer consumes the whole stock in paying the firm creditors, because they are entitled only to the surplus after the firm creditors have been paid. *Gilbert* v. *Ashby* (Tenn. 1916), 181 S. W. 321. Washington holds that the individual creditors of the partners are not entitled to notice when the firm's stock is transferred. *Whitehouse* v. *Nelson,* 43 Wash. 174, 86 Pac. 174. Where one partner sold out and the new firm mortgaged the stock to another, creditors of the old firm were held not to be such creditors as could attack the mortgage under the Bulk Sales Act, in *Markarian* v. *Whitmarsh* (N. H. 1915), 95 Atl. 788.

CARRIERS—CARMACK AMENDMENT—LIABILITY AS WAREHOUSEMAN.—An action was brought to recover for the loss of nine boxes of shoes destroyed by fire while in the warehouse of defendant carrier. Before the fire occurred, the consignee had paid the freight, given his receipt for the goods, and removed four boxes from the warehouse; the rest, which were later destroyed, were permitted to remain to meet the consignee's convenience in removal. The schedule filed with the Interstate Commerce Commission provided that the reduced rates would "apply on property shipped subject to the carrier's bill of lading". One of the stipulations of the bill of lading was that "property not removed * * * within forty-eight hours after notice of its arrival" must be kept in the warehouse "subject to the carrier's responsibility as warehouseman only". Plaintiff contended that defendant's liability as warehouseman was governed by the state statute, and that therefore the burden was on the defendant to show that the loss occurred without its negligence. But the court *held* that the retention of the goods by the carrier in its warehouse was a terminal service forming a part of the "transportation" in the sense of the Federal Act and governed by the Act; that the parties could not alter the terms of this service as fixed by the filed regulations; that until actual delivery of the goods to the consignee the Federal Law should govern the rights and liabilities of the parties, and that therefore the burden was upon the plaintiff to show negligence as a basis for recovery. *Southern Railway Co.* v. *Prescott,* 36 Sup. Ct. 469.

By the ACT TO REGULATE COMMERCE (§ 1), the transportation it regulates is defined as including "All services in connection with the receipt,

delivery, elevation, * * * and handling of property transported". The carrier's services as warehouseman are therefore a part of the "transportation" by the words of the act itself, and its duties and liabilities as such warehouseman are determined by the Act. *C. C. C. & St. L. Ry.* v. *Dettlebach,* 239 U. S. 588, 14 MICH. L. REV. 497. In that case the carrier's liability for goods destroyed while in its possession as warehouseman was limited to the value agreed in the bill of lading. It is also clear that with respect to the services governed by the Federal Statute, the parties are not at liberty to alter the terms of service as fixed by the filed regulations. *Kansas So. Ry.* v. *Carl,* 227 U. S. 639; *Chi. Alton Ry.* v. *Kirby,* 225 U. S. 155; *Atchison etc. Ry.* v. *Robinson,* 233 U. S. 173. It would seem therefore that the terminal services incident to an interstate shipment are within the Act, and the conditions of liability while the goods are retained in the warehouse, are stipulated in the bill of lading under the filed regulations, the conditions thus fixed are controlling until *actual* delivery of the goods to the consignee, and the parties cannot substitute therefor a special contract. In arriving at this conclusion, the court extends the doctrine of the *Dettlebach* case, but the decision is undoubtedly in harmony with previous cases.

CARRIERS—CONNECTING CARRIER NOT LIABLE UNDER BILL OF LADING ISSUED BY IT.—Plaintiff delivered sheep for interstate shipment to the X railway, which issued a bill of lading to plaintiff. The X railway delivered the sheep to the defendant, a connecting carrier, to whom the first bills of lading were surrendered, and new bills of lading were issued by the defendant. The shipment was damaged while in the hands of the subsequent connecting carrier. The plaintiff sued defendant carrier for the loss, contending that by issuing new bills of lading the defendant had become an "initial" carrier within the meaning of the CARMACK AMENDMENT, and hence was liable for losses occurring anywhere en route. But the court *held,* that the "initial" carrier within the meaning of the act is the one first receiving the property for interstate shipment; and that the purpose of the act—to localize responsibility—would be defeated if every connecting carrier who saw fit to issue a new bill of lading could be held liable as an initial carrier merely by issuing such bill of lading. *Looney* v. *Oregon Short Line Co.,* (Ill. 1916) 111 N. E. 509.

The Appellate Court (192 Ill. App. 273) had held the defendant liable as an initial carrier within the meaning of the CARMACK AMENDMENT. The reversal of this decision by the Illinois Supreme Court, brings the case in accord with *Hudson* v. *Chi. St. Paul, etc., Ry.,* 226 Fed. 38. See 14 MICH. L. REV. 243.

CARRIERS—RECONSIGNING CONNECTING CARRIER AS INITIAL CARRIER.—X made an interstate shipment of potatoes. The consignee having failed to honor drafts drawn on him, X ordered the potatoes to be reconsigned to the plaintiff, while they were in the hands of the defendant, a connecting carrier. The defendant agreed to reconsign the potatoes to the